

## Terms and Conditions

**The Parties:** The Company (Skylight Energy) and Authorised Sales Representative) and the Customer (person to whom this quote is addressed). Authorised Sales Representative/s: While all care, attention to accuracy, and disclosure will be undertaken by the Authorised Sales Representative/s of the Company, these Terms and Conditions of sale assume exclusion and no responsibility of the Authorised Sales Representative/s. Prices and Estimations: The Company Skylight Energy and its authorised sales representative/s) may Issue a written quotation which shall be deemed to be an offer to sell to the person to whom the quotation is addressed ("Customer") only upon the terms and conditions set out herein. Written acceptance of the quotation by the Customer will constitute a contract incorporating these terms and conditions. These terms override any inconsistent conditions in any document or communication from the Customer. A Quotation shall remain current for 14 days unless previously withdrawn in writing by the Company. The prices specified for the goods are subject to alterations due to any increases in the cost of materials and/or labour and/or freight or cartage occurring after the date of quotation and/or changes of the STCs rate and/or prior to the delivery and such increases shall be advised to the Customer in writing at which stage, the Customer retains the right to withdraw from this contract and their deposit returned in full.

**Solar Credits:** The Customer assigns the rights to Skylight Energy to create Small-scale Technology Certificates (STCs) and receive the Solar Credits payments to form the part of the agreed cost of the system. No Representations: No representations, inducements, promises or agreements between the parties will be of any force or effect in varying these conditions unless in writing and signed by both parties.

**Terms of Payment:** Unless otherwise agreed, there will be a 10% non-refundable deposit to secure this solar power system. The balance of the payment balance of the Amount Payable (less the Deposit) must be paid to Skylight Energy prior or on the day of installation of the Solar System at the property, by way of credit card or EFT payment. If you fail to pay the Balance Payable when it becomes due in accordance with these Terms, you will be liable to pay us any costs and expenses we incur in taking steps to recover payment of the unpaid Price (including any legal costs associated with taking such steps); and interest on the unpaid price at a rate of 20% per annum. Skylight Energy has the right to take payment from the customer's credit/debit card provided for any outstanding balances owing plus card 2.5% surcharge if the invoice is not paid in full on the day of solar panels installation. The Goods remain Skylight Energy property until the purchase price is paid in full. Skylight Energy reserves the right to remove, solar panels inverters and other parts installed if the payment is failed to be received in the prescribed time frame. To it In addition to the price quoted and GST, the Company may charge the Customer with any one or more of the following:

- I. Interest, legal costs (solicitor and own Customer costs) and disbursements, incurred to The Company Pty in relation to breach of contract by the Customers;
- II. All costs, charges, expenses or other outgoings incurred by the Company with respect to any variation of contract requested by the Customer; and
- III. Where the Company is required to collect returnable goods from the delivery point, a return fee at the Company's current rates.

**Cooling Off Period:** Within 10 days of the acceptance of the quotes the Customer chooses not to proceed with the goods and services associated with this contract, or transfer to an alternative supplier. Should the installation of the said goods and services be higher than included within this quote, and the Customer chooses not to proceed on this basis, then a full refund of deposit will be made by the Company to the customer within fifteen (15) working days. Cooling-off periods do not apply if a customer initiates the first contact with the company, to request a service via a phone call, online enquiry, orders a service online or visits a provider's store.

**Default In Payment:** should the Customer fail to make due payment for any goods or services, then the Company may, without prejudice to any other rights it may have, suspend credit without orders and take steps to recover money and/or goods. All expenses incurred in recovery shall be paid by the Customer. Should an Invoice remain unpaid as required in the "Terms of Payment" clause, interest shall be charged at an agreed interest rate and in the absence of any agreement at the rate of twenty (20) per cent per annum commencing on the due date of the payment and continuing until payment is received in full by the Company.

I -The Customer will be in default if the Customer does not pay any monies payable when called upon so to do and the Customer acknowledges and

agrees that the Company is authorised to contact a credit reporting agency throughout the term of the Agreement to obtain a report about the creditworthiness of the Customer.

II The Customer authorises the Company to engage in the exchange of information with a credit reporting agency or with other such parties as are necessary to give effect to the contract and to the ongoing relationship between the parties hereto.

III The Company reserves the right to report a Customer's delinquent account to a credit reporting agency should payment remain outstanding for more than 30 days.

The Company may refer any outstanding account for debt collection or issue legal proceedings to recover any outstanding invoices. Should an account be referred for debt collection the Customer acknowledges and agrees to pay debt collection charges to be calculated at not less than 20% plus GST and will be incurred on the day the Company refers the matter to their nominated debt collection agency. The Customer shall also be liable for interest and all legal recovery costs associated with such action on a solicitor and own Customer or indemnity cost basis.

**Delivery:** The Customer and the Company agree to the installation of related goods and services within Four (4) months of the acceptance of the Quotations unless otherwise agreed in writing or other conditions in this Contract as stated. Delivery and/or performance of the Contract is subject to the ability of the Company to obtain the goods. The Company will be granted an automatic extension of time for the delivery of goods equal to the delay caused by any variation requested by the Customer. The Company reserves the right to cancel or delay the delivery due to war, shortage of stock, civil commotion, strikes, lockouts, unavailability of transport and/or any other causes beyond its reasonable and practical control. If the product ordered is out stock, we may substitute the product of equal or greater value. We are not liable for any loss or damage that you suffer arising out of delays in obtaining the System. Goods are delivered to the Customer when the Company makes them available to the Customer or any agent of the Customer or any carrier (who shall be the Customer's agent notwithstanding whoever may pay his/her charges at the Company's premises or upon the arrival of goods at a delivery point agreed upon by both parties). The Company shall not be liable for any loss damage however arising from any damage to the goods in the course of delivery. All goods shall be deemed to have been accepted by the Customer unless notification either on the delivery docket or in writing is received by the Company within seven (7) days from the date of delivery.

Any additional fees and charges necessary to install your System. The company (or our employees, agents or contractors) will advise you of the additional fees and charges associated with your installation prior to installation, either during a pre-installation site inspection or on the day of your installation. If a pre-installation site inspection is not conducted it is impossible for us to determine what these fees and charges are (if any) until our installer inspects your premises. You will need to pay these fees and charges directly to the installer (us, our employees, agents or contractors) on the day of installation, if you proceed with the installation

**Warranty:** The warranty shall be subject to the Exclusions and Limitations expressed below.

Risk: All goods shall be the sole risk of the Customer in all respects from the date of delivery to the Customer or agreed agent or carrier acting on the Customer's behalf. The modules carry 10 years warranty from the manufacturer for the manufacturing defects and 25 years warranty on 80% output from the modules at 25 years, The inverter carries 5 years standard warranty unless otherwise the Customer opts for extended warranty by paying additional charges. The Company shall be responsible only for an inherent defect in the goods supplied and for faulty workmanship of the Company or its Installer appearing in the works within 5 years from the date of installation, unless otherwise specified in the contract. Any guarantee or warranty given by a third party in respect of materials, components or processes comprising part of the work shall apply to such materials, components or processes. The company will not be liable for any of the customer's electricity bills due to the system not working, delay of installation or any service or repair warranty claim. Labour charges will be applicable to replace any faulty parts/components/products during the warranty period of the products or components. The Company shall not be responsible for any repairs or rectifications due to misuse or damage by others including the Customer.

**Performance**

Skylight Energy gives an estimate of system performance based on average output thought the year. The output of the system may vary depending on several factors and variations such as the angle of the roof, direction of the panels, shading on the roof, orientation of the solar panels, other factors may include the weather, direction of roof, shading from trees and buildings, existing fixtures and fittings such as tv antennas chimneys whirlybirds, ect. The Company does not guarantee the performance of any System other than as outlined in the quotation and associated documentation and accepts no responsibility if the performance is lower than anticipated. Skylight Energy recommends annual cleaning of the solar system due to dust or other residue build up on the panels that may affect performance of the system.

**Exclusions and Limitations:** Although reasonable care is taken with the installation of the system NO responsibility can be accepted for Customer supplied components, materials and workmanship or in the goods used or dealt with in any way which is not accepted by the Company for equipment loss or damage due to any or all of the following:

- a. Storm or tempest;
- b. Atmospheric electrical discharges;
- c. Flooding water damage however caused;
- d. Lack of, or improper maintenance;
- e. Unauthorised repair, modification or additions;
- f Connection of equipment not in compliance with specifications;
- g. Faulty operation of Customer supplied power generation equipment; and
- h. System loading excess of specified system capacities.

Except as required by Trade Practices Act or any other Act all implied conditions and warranties are hereby excluded. Subject to those conditions and warranties necessarily implied under the Trade Practices Act, the Customer's sole and exclusive remedy for any damage whether direct, indirect, special, consequential or contingent shall, at the Company's option, be limited to the following:

1. In the case of goods:
  - a. The replacement of the goods or supply of equivalent goods
  - b. The repair of goods
  - c. The payment of the cost replacing or repairing equivalent goods
2. In the case of services
  - a. The supply of services again
  - b. The payment of the cost of having the services supplied again

Ownership of Goods:

- a. Property and any goods delivered or to be delivered to the Customer shall not pass the Customer, who shall keep the goods as bailee for the Company, until receipt In full by the Company of the purchase price and any other moneys payable In respect of goods the subject of the contract and all other goods delivered by the Company to the Customer.
- b. The customer shall store the goods so that they are separate and clearly distinguishable from the goods of a similar nature In the Customer's possession. The Customer shall not obliterate, alter, deface, remove or obscure any identifying numbers, patents, marks or other matter affixed to such goods. The Customer shall keep separate records of all sales of the Customer's goods supplied from the Company.
- c. The Customer shall keep the goods free from and will indemnify the Company against any charge, lien or other encumbrance thereon. If the Customer fails to pay the purchase price or any other moneys payable to the Company when it is due, the Company may, without notice and without prejudice of any of its other rights and remedies, recover and/or sell the goods or any of them and may enter in to and upon the Customer's premises by its servant or agents for that purpose.
- d. For the purpose of sub-clause (c) the Customer hereby grants the license to the Company to enter any place where any of the goods may be for the purpose of removing them.
- e. Until such time as the goods have been paid for in full, the Customer Is a liberty as agent and fiduciary for the Company to sell or dispose of the goods for full value In the ordinary course of business. The Customer shall keep the purchase price or any money payable by the Customer or the other third party in a separate account as bailee or agent for the Company and must account to the Company for such proceeds.

**Return of Goods:** All returns must be approved In advance and may be subject to a restocking fee. Return freight is to be prepaid by the Customer.

Property You warrant that the building or location is safe, free from asbestos and fit for the purpose of installing the solar power system. You acknowledge that some factors could impede or diminish proper installation may include, brittle roof tiles, rusting metal roof and old meter boards or switchboards. Fixtures such as solar pool heating matting, antennas, satellite dishes, air vents and other roof fixtures of the property may impact the installation of the solar system. The customer will be responsible for fixing any such defects and removing or relocating any fixtures or fittings from the roof prior to the company arranging for the installation works to be carried out. If the roof is

not ready due to these fixtures not being removed and the installers are unable to perform the installation on the scheduled day due to this a \$500 call out installation fee will apply. In any event the company's maximum liability howsoever arising will not exceed the value of your order as detailed herein.

**Disputes:** In the event of any despute between the Company and the Customer in relation to the contract for the supply of goods or services, either party may give written notice of the existence of such dispute to the other, following which the dispute may be referred by the Company to an arbitration pursuant to the laws of the State in which the goods are delivered. In any proceedings before an arbitrator, the parties may by agreement, but not otherwise be represented by a solicitor or counsel. If this agreement is terminated by the customer to supply and or installation of the Solar System or any of its components; you agree to forfeit the deposit to the company, as well as to reimburse the Company for any expenses reasonably incurred (including but not limited to deposits paid, inspection fees, re-stocking fees for purchased products and administration fees) up to and including the date of termination.

**Applicable Law:** Unless otherwise stated, any contract arising from the Company's receipt and acceptance of the Customer's order shall be constructed as a contract in conformity with the laws of the State in which the goods are delivered.

NOTE: The above terms and conditions of sale are Industry standard terms and conditions. The Company may attach additional business terms and conditions of sale. Where the Company attaches additional terms and conditions of sale, these terms and conditions will override the above where relevant. I can also confirm that there is currently not a small generation unit (e.g. A solar electricity system), installed at this installation address. Please call us if there is currently a PV system installed at this address. I confirm that I own the roof area.

**Metering** is not included unless specified in the invoice under additional work as "Metering Connection Included". Battery backup function is not included unless specified on the invoice under additional work "Backup function Included". Skylight Energy is not responsible for organising any work relating to switchboard upgrades, metering, battery backup circuit wiring, connection or installation of a new meter. The customer's meter board or switchboard must be up to standard. In case the switchboard needs additional work, the client agrees to pay the level 2 electrician or their electricity network provider directly for any additional metering or switchboard work that may be required.

\*Clients must have at least 6-10 spare tiles available on the day of installation in the unlikely event of roof tile damage, our installer will replace any damaged tiles where spare tiles are available. If there are no spare tiles on site it will be the customers responsibility to replace any damaged tiles. I have read the terms and conditions of Sale and would like to either purchase or obtain a quote for a system now.